

18-150
EXHIBIT A
AGREEMENT

for

CONSTRUCTION of STORM WATER DRAINAGE FACILITIES

THIS AGREEMENT, made and entered into this 13 day of April, 2018, by and between the County of Summit, hereinafter referred to as COUNTY, and Frederick A. and Patricia A. Slezak, with mailing address of 699 Pine Point Dr., Akron, Ohio 44333, and Eva S. Wright, with mailing address of 715 Pine Point Dr., Akron, Ohio 44333, hereinafter referred to as DEVELOPERS.

WHEREAS, the DEVELOPERS have requested permission to construct, at DEVELOPERS' expense, an extension to COUNTY storm water drainage facilities located in the SANCTUARY OF BATH PHASE TWO SUBDIVISION on Lots 82 and 83; and,

WHEREAS, the COUNTY shall own, operate and maintain said storm water drainage facilities and appurtenances upon completion of the work by the DEVELOPERS and acceptance of the improvement by the COUNTY; now,

THEREFORE, in consideration of the mutual covenants hereinafter set forth and of other good and valuable consideration, the DEVELOPERS and COUNTY do hereby agree as follows:

SECTION 1

The COUNTY, by its Surface Water Management District and the Summit County Engineer, has reviewed and approved the plans and specifications for the improvement and facilities (the "Project"). Such plans and specifications are attached, hereto, and incorporated into this Agreement by reference. The DEVELOPERS may proceed to construct the improvement, subject to receipt of any other permits or approvals that might be

required by other agencies.

SECTION 2

The DEVELOPERS shall furnish, at their expense, any labor, materials, and services required to complete the improvement as approved by the Summit County Engineer, and shall secure, at their expense, any permits necessary from any governmental subdivisions having jurisdiction and/or control of any aspects of the improvement. Prior to the start of construction, the parties agree that the Summit County Engineer and the Developers' contractor will meet for a pre-construction conference, at a mutually acceptable time and place. The DEVELOPERS' contractors shall advise the Summit County Engineer's Office of each day that construction work will take place and allow the Summit County Engineer's employees or designated representatives to inspect the work for compliance with the approved specifications and plans. Should the Summit County Engineer's employees or designated representatives determine that work is not meeting the approved specifications and plans, notice shall be given to the Developers' contractor and the Developers' representative, Frederick A. Slezak. The Developers agree that inspection by the Summit County Engineer does not relieve the Developers or their contractor from responsibility for proper and safe construction, or for meeting all approved plans and specifications in workmanship or materials. The Developers agree that construction shall commence within 12 months and be completed within 24 months of the date of this Agreement.

SECTION 3

Prior to the acceptance of the improvement by the COUNTY, the following items must be submitted to the Summit County Engineer:

1. The color filming of installed drainage lines.

2. An itemized certification of complete costs for construction of improvement.
3. Verification that the Engineers, Vendors, Suppliers and Craftsmen have been paid in full.
4. The Developers' engineer shall provide as-built drawings to the Summit County Engineer in a digital format acceptable to the Summit County Engineer.
5. Payment of inspection fees per Codified Ordinance 1111.04.
6. The Developers shall record a replat of the lots designating the agreed easements as shown on the approved plans and specifications for the improvement, and dedicating such easements to the County.

The acceptance of the improvement shall be subject to the final inspection of the Project by the Summit County Engineer. Upon acceptance of the improvement by the County, the storm water drainage facilities and appurtenances shall be owned, operated and maintained by the COUNTY.

SECTION 4

The owners of property serviced by the proposed improvement will pay the applicable rates, charges and fees established by the COUNTY for maintenance of the facilities as are assessed and collected from other property owners in the service area.

SECTION 5

The DEVELOPERS agree to hold the COUNTY safe and harmless from any claims, costs, loss, damage or obligation whatsoever arising from any and all causes connected with the construction, operation and maintenance of this improvement until such time as the COUNTY accepts ownership of said improvement.

SECTION 6

The DEVELOPERS and their contractors shall comply with all applicable terms of the Occupational Safety Health Act, 29 CFR 1910, 29 CFR 1926 and Ohio Revised Code Chapter

4167. This compliance shall include at a minimum providing all employees working on the project with the necessary training before work is performed, and all safeguards, safety devices, and protective equipment. The DEVELOPERS shall take any other actions reasonably necessary to protect the life and health of employees of the DEVELOPERS and to protect property in connection with performance of the work covered by this agreement. The DEVELOPERS and/or any other party (contractor(s) and sub-contractor(s)) acting on behalf of the DEVELOPERS shall comply with the terms of the Occupational Safety and Health Act, 29 CFR 1910, 29 CFR 1926 and Ohio Revised Code Chapter 4167.

SECTION 7

The DEVELOPERS shall not begin performance under this Agreement until such time as the contractor hired to construct the improvement described herein has filed with the COUNTY a copy of a current insurance policy which provides public liability and property damage insurance and which shall protect the contractor, the DEVELOPER, the COUNTY and any subcontractor performing work covered by this agreement from claims for personal injury damage including accidental death, as well as from claims for property damage. The amount of such bodily injury insurance shall be not less than \$1,000,000.00 for injuries, including accidental death, to any one person and not less than \$1,000,000.00 for each accident involving injury to more than one person. The amount of such property damage insurance shall be not less than \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate property damage liability.

SECTION 8

The DEVELOPER agrees to accept and be bound by all reasonable and lawful rules and regulations of the COUNTY as they now exist or any amendments thereto of which the

DEVELOPER has prior notice. If the work required of the DEVELOPERS by this Agreement has not commenced in a satisfactory manner within one (1) year from the date of final approval of the detailed construction plans by the Summit County Engineer, this Agreement shall be null and void.

SECTION 9

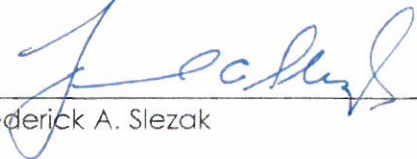
The provisions of this Agreement shall be binding upon the COUNTY and its successors in office, and the DEVELOPERS, its heirs and assigns.

SECTION 10

This agreement contains the entire agreement and understanding by and between the COUNTY and DEVELOPERS with respect to the storm water drainage facilities to be constructed in the SANCTUARY OF BATH PHASE TWO SUBDIVISION Lots 82 and 83. No change or modification of this agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound.

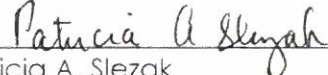
IN WITNESS WHEREOF, the parties hereto have affixed their hands, the DEVELOPERS by their signatures and the COUNTY by the signatures of the County Executive and the Summit County Engineer.

DEVELOPERS



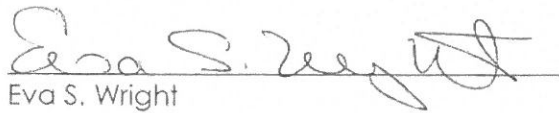
Frederick A. Slezak

Date: 4/13/2018



Patricia A. Slezak

Date: 4-13-2018


Eva S. Wright

Date: 4/13/18

COUNTY OF SUMMIT:

Ilene Shapiro
County Executive

Date: _____

Alan Brubaker
Summit County Engineer
538 E South St.
Akron, OH 44311
Ph. 330-643-2850

Date: _____

Approved:

Deborah Matz
Director, Law, Insurance and Risk Management

APPROVED AS TO FORM:

Marvin D. Evans, Assistant Prosecutor